

Exhibit A

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

NYAB COLLECTION, INC. D/B/A
ROYAL JEWELERS,

Plaintiff,

VS.

GREAT AMERICAN INSURANCE
GROUP D/B/A GREAT AMERICAN
INSURANCE COMPANY OF NEW
YORK,

Defendant.

[Decorative separator consisting of a series of small, repeating symbols.]

CIVIL ACTION NO. 3:17-cv-01771

EXHIBIT A

1. Index of All Documents Filed in the State Court Action
2. Docket Sheet in the State Court Action
3. Documents filed in the State Court Action
 - a. Plaintiffs' Original Petition
Filed: June 8, 2017
 - b. Return of Service on Defendant Great American Insurance Group d/b/a Great American Insurance Company
Served: June 12, 2017
Filed: June 19, 2017
 - c. Defendant Great American Insurance Group's Original Answer and Defenses to Plaintiff's Original Petition
Filed: June 30, 2017

Exhibit A-1

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

NYAB COLLECTION, INC. D/B/A
ROYAL JEWELERS,

Plaintiff,

VS.

GREAT AMERICAN INSURANCE
GROUP D/B/A GREAT AMERICAN
INSURANCE COMPANY OF NEW
YORK,

Defendant.

CIVIL ACTION NO. 3:17-cv-01771

INDEX OF DOCUMENTS FILED IN THE STATE COURT ACTION

Documents filed and all orders entered in the state court action as listed below:

1. Plaintiffs' Original Petition
Filed: June 8, 2017
2. Return of Service on Defendant Great American Insurance Group d/b/a Great American Insurance Company
Served: June 12, 2017
Filed: June 19, 2017
3. Defendant Great American Insurance Group's Original Answer and Defenses to Plaintiff's Original Petition
Filed: June 30, 2017

Exhibit A-2

Case Information

DC-17-06845 | NYAB COLLECTION INC vs. GREAT AMERICAN INSURANCE GROUP

Case Number	Court	File Date
DC-17-06845	193rd District Court	06/08/2017
Case Type	Case Status	
CNTR CNSMR COM DEBT	OPEN	

Party**PLAINTIFF**

NYAB COLLECTION INC

Aliases

DBA ROYAL JEWELERS

Active Attorneys ▼

Lead Attorney

RICHERSON, JASON

Retained

Work Phone

214-935-1439 

Fax Phone

214-935-1443 **DEFENDANT**

GREAT AMERICAN INSURANCE GROUP

Aliases

DBA GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

Address

CT CORPORATION 1999 BRYAN ST.

STE 900

DALLAS TX 75201

Active Attorneys ▼

Lead Attorney

TIPPETT, TODD M

Retained

Work Phone

214-742-3000 

Fax Phone

214-760-8994 

Events and Hearings

06/08/2017 NEW CASE FILED (OCA) - CIVIL

06/08/2017 ORIGINAL PETITION ▼

Original Petition NYAB.pdf

06/08/2017 CASE FILING COVER SHEET ▼

Civil Case Info Sheet 6-8-17.pdf

06/08/2017 ISSUE CITATION ▼

Comment

COPY PUT IN BOX 6/8/17 *NH

06/08/2017 CITATION ▼

Anticipated Server
CONSTABLE 1

Anticipated Method
Actual Server
CONSTABLE 1

Returned
06/19/2017

06/19/2017 RETURN OF SERVICE ▼

GREAT AMERICAN INS GROUP

Comment

CIT EXEC 6/12/17 PCT 1

06/30/2017 ORIGINAL ANSWER - GENERAL DENIAL ▾

Def Great American's Orig Ans.pdf

Comment
(SUBMITTED)**Financial**

NYAB COLLECTION INC

Total Financial Assessment	\$381.00
Total Payments and Credits	\$381.00

6/8/2017	Transaction	\$381.00
	Assessment	

6/8/2017	CREDIT CARD - TEXFILE (DC)	Receipt # 36310- 2017-DCLK	NYAB COLLECTION INC	(\$381.00)
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Documents

Original Petition NYAB.pdf

Civil Case Info Sheet 6-8-17.pdf

GREAT AMERICAN INS GROUP

Def Great American's Orig Ans.pdf

Exhibit A-3

Exhibit A-3-a

Nikiya Harris

CAUSE NO. DC-17-06845

NYAB COLLECTION INC
D/B/A ROYAL JEWELERS
PLAINTIFF

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IN THE DISTRICT COURT

 DISTRICT

GREAT AMERICAN INSURANCE GROUP
D/B/A GREAT AMERICAN INSURANCE
COMPANY OF NEW YORK.
DEFENDANT

DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

COMES NOW,

Plaintiff NYAB COLLECTION INC. D/B/A ROYAL JEWELERS hereinafter (Plaintiff)
files its Original Petition complaining of Defendant GREAT AMERICAN INSURANCE
GROUP D/B/A GREAT AMERICAN INSURANCE COMPANY OF NEW YORK.
(Defendant) for breach of contract, Unfair Settlement Practices, and bad faith.

I. Discovery Control Plan

1.1. The Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of
Civil Procedure.

II. Parties and Service of Citation

2.1. Nyab Collection Inc. D/B/A Royal Jewelers is a company located at: 3662 W.
Camp Wisdom Road, Ste. 2077, Dallas, Texas 75237.

2.2. Defendant may be served as follows:

2.3 Defendant, Great American Insurance Group D/B/A Great American Insurance Company of New York may be served at: Ct Corporation 1999 Bryan St Ste 900

Dallas TX 75201.

III. JURISDICTION

3.1 This Court has subject matter jurisdiction over this action as Plaintiff's damages exceed the minimum jurisdictional limits of this Court

IV. VENUE

4.1 Venue is proper in Dallas County for the following reasons:

A. The events leading up to the cause of action occurred in Dallas County.

B. Venue is proper because Defendant has done business in the county of suit.

V. BACKGROUND

5.1 On or about September 7, 2016, the Plaintiff through a broker submitted a signed application for Jewelers Block Coverage to Defendant Great American Insurance Company of New York. At the time of submission, the broker listed no prior losses by Plaintiff. The Policy was issued to Plaintiff and the balance of the premium was paid in full.

5.2 On or about February 1, 2017, the Plaintiff's jewelry store was robbed at gunpoint wherein store lost approximately \$188,000.00 in inventory. The Plaintiff in turn filed a claim with Defendant for the losses. After investigation, Examination Under Oath, and review of records obtained from Plaintiff, the Defendant Rescinded its Policy.

5.3 The Defendant cited failure to list previous losses as its reason for rescinding the

policy. Upon request, Defendant failed to produce the clause that provides for the policy recession. The relevant part of the policy states:

General Conditions

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. the Covered Property;
3. your interest in the Covered Property; or
4. a claim under this Coverage Part

5.4 Plaintiff replied to Defendant citing aforementioned clauses and noted it did not include the grounds for recession cited by Defendant. It is upon this basis Plaintiff now sues.

VI. BREACH OF CONTRACT

6.1 Plaintiff hereby incorporates 1.1-5.4 as listed herein.

6.2 There are binding agreements between Plaintiff and Defendant. Plaintiff tendered payment of its premium to the defendant.

6.3 Defendants breached the contract in its entirety by not paying loss claim amount and rescinding policy.

6.4 The Plaintiff sustained significant damages as a result.

6.5 To-date the claim amount of approximately \$188,000.00 remains unpaid in its entirety.

VI. Sec. 541.060. UNFAIR SETTLEMENT PRACTICES

- 7.1 Plaintiff hereby incorporates 1.1-6.5 as listed herein.
- 7.2 Plaintiff presented a valid claim of loss to Defendant.
- 7.3 Defendant rescinded Plaintiff's policy.
- 7.4 There was no reasonable basis to rescind and deny Plaintiff's claim sustained significant damages as a result.
- 7.5 The Defendant knew or should have known that its provided rationale was not covered by the grounds of recession in the policy.
- 7.6 The Plaintiff request treble damages.

VI. COMMON LAW BAD FAITH

- 8.1 Plaintiff hereby incorporates 1.1-6.5 as listed herein.
- 8.2 Plaintiff presented a valid claim of loss to Defendant.
- 8.3 Defendant rescinded Plaintiff's policy.
- 8.4 There was no reasonable basis to rescind and deny Plaintiff's claim sustained significant damages as a result.

8.5 The Defendant knew or should have known that its provided rationale was not covered by the grounds of recession in the policy.

8.6 The Plaintiff request treble damages.

VII. QUANTUM MERUIT

9.1 Plaintiff hereby incorporates 1.1-8.6 as listed herein.

9.2 Alternatively, Plaintiff is entitled to recover the claim amount under the equitable theory of quantum meruit.

9.3 Plaintiff provided valuable payment of its premium to Defendant. Defendant accepted Plaintiff's premium and under such circumstances, had reasonable notice that Plaintiff expected to be paid should a claim arise. However, Defendant failed to pay Plaintiff's claim.

9.4 The usual, customary, and reasonable charge for Plaintiff's unpaid claim is the reasonable value of the losses sustained as a result of the theft.

9.5 Under this cause of action, Plaintiff seeks recovery of the claim amount, as well as its reasonable attorneys' fees, expert fees, costs, and interest as alleged below.

X. ATTORNEY'S FEES

10.1. If allowed, Plaintiff also seeks attorney's fees. It was necessary for Plaintiff to secure the services of Jason Richerson, a licensed attorney, to protect and preserve the Plaintiff's rights. Defendant should be ordered to pay reasonable attorney's fees, expenses, and costs

through trial and appeal, and a judgment should be rendered in favor of this attorney and against Defendant and be ordered paid directly to Plaintiff's attorney, who may enforce the judgment in the attorney's own name. Plaintiff's request post-judgment interest as allowed by law.

XI. TRCP 47c

11.1 Plaintiff's claims monetary relief of monetary relief over \$200,000 but not more than \$1,000,000; and a demand for judgment for all the other relief to which the party deems itself entitled, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fee. *Texas TRCP 47*

XII. PRAYER

WHEREAS, PREMISES CONSIDERED, Plaintiff prays the Defendant be cited in Terms of law to answer herein and that upon final trial, Plaintiff recover all damages which it is entitled, all costs of Court, attorney's fees, pre and post-judgment interest, and for further and other relief, whether in law or in equity, to which Plaintiff may show themselves justly entitled.

DATED: June 6, 2017.

/s/ Jason J. Richerson
Jason J. Richerson
Richerson Law Firm
Texas Bar No. 24079207
306 East Randol Mill, Suite 160
Arlington, Texas, 76011
Phone: 214-935-1439
Fax: 214-935-1443
info@richersonlawfirm.com

Exhibit A-3-b

CONSTABLE'S RETURN

**NYAB COLLECTION INC. D/B/A ROYAL JEWELERS VS. GREAT AMERICAN
INSURANCE GROUP D/B/A GREAT AMERICAN INSURANCE COMPANY OF
NEW YORK**

Style of Case: _____

Came into hand, this 9 day of JUNE, 20 17 AT 12:49
o'clock P M. by executing and delivering a CITATION issued out of the
state of TEXAS under cause number: DC-17-06845-L 12 day
JUNE, 20 17, at 3:19 o'clock P M., to:

☐ _____ personally delivered/served true and correct copies of same.

OTHER NOTES: _____

☐ _____ pursuant to Rule 106/Rule 536, to an occupant:
_____ over the age of 16 years.

☐ _____ pursuant to Rule 106/Rule 536, by securely attaching
and/or affixing to the _____ of the defendant's last known place of
☐ business ☐ abode.

☐ **GREAT AMERICAN INSURANCE GROUP D/B/A GREAT
AMERICAN INSURANCE COMPANY** ☐ A Corporation ☐ A Business

Name: CT CORPORATION ☐ President ☐ Vice-President ☒ Registered Agent

☒ By delivering to the defendant's registered agent for service, **C.T. CORPORATION SYSTEM,**
through Their authorized agent to accept service: **LAURA PEREZ SOP INTAKE ASSOCIATE**
at **1999 BRYAN ST STE 900 Dallas, Texas 75201.**

Service Address: 1999 BRYAN ST STE 900 DALLAS TEXAS 75201

☐ **RETURNED TO COURT AND/OR PLAINTIFF FOR THE FOLLOWING REASONS:**

Service Fees: \$ 80.00

COUNTY OF DALLAS

STATE OF TEXAS


**M. Johnson #135 DEPUTY CONSTABLE
TRACEY L. GULLEY, CONSTABLE
DALLAS COUNTY PRECINCT 1**

SIGNED AND SWORN BY SAID _____, before me, this _____

Day of _____ 20 _____, to certify which, witness my hand and seal of office.

NOTARY PUBLIC-IN AND FOR THE STATE OF TEXAS

FILED
2017 JUN 11 11:16
CLERK OF DISTRICT COURT
11th DISTRICT
SAN ANTONIO, TEXAS

PCT-1

CITATION

DC-17-06845-L

NYAB COLLECTION INC. D/B/A ROYAL JEWELERS

**vs.
GREAT AMERICAN INSURANCE GROUP
D/B/A GREAT AMERICAN INSURANCE
COMPANY OF NEW YORK**

**ISSUED THIS
8th day of June, 2017**

**FELICIA PITRE
Clerk District Courts,
Dallas County, Texas**

By: SPRINGE MCKINLEY, Deputy

**Attorney for Plaintiff
JASON RICHESON
RICHESON LAW FIRM
306 EAST RANDOL MILL STE 160
ARLINGTON, TEXAS 76011
214-935-1439**

**DALLAS COUNTY CONSTABLE
FEB PAID
FEB NOT PAID**

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

**To: GREAT AMERICAN INSURANCE GROUP D/B/A
GREAT AMERICAN INSURANCE COMPANY
C. T. CORPORATION 1999 BRYAN STREET SUITE 900
DALLAS, TEXAS**

GREETINGS:
You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 193rd District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being NYAB COLLECTION INC. NYAB COLLECTION INC. D/B/A ROYAL JEWELERS

Filed in said Court 8th day of June, 2017 against

GREAT AMERICAN INSURANCE GROUP D/B/A GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

For Suit, said suit being numbered **DC-17-06845-L**, the nature of which demand is as follows:
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the seal of said Court at office this 8th day of June, 2017.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas
[Signature]
SPRINGE MCKINLEY, Deputy
7201 S. FOLK ST., SUITE 100, DALLAS, TEXAS 75216



2017 JUN -9 PM 12:49

**RECEIVED
CONSTABLES OFFICE (111)**

OFFICER'S RETURN

Case No. : DC-17-06845

Court No. 193rd District Court

Style: NYAB COLLECTION INC

vs.

GREAT AMERICAN INSURANCE GROUP

JUN 09 2017

Came to hand on the _____ day of _____, 20____, at _____ o'clock _____ M. Executed at _____
within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
20____, by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation

\$ _____

For mileage

\$ _____

For Notary

\$ _____

of _____ County, _____

By _____ Deputy

TRACEY GULLEY, CONSTABLE
DALLAS COUNTY PRECINCT 1

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

Exhibit A-3-c

CAUSE NO. DC-17-06845-L

NYAB COLLECTION, INC. D/B/A
ROYAL JEWELERS,

Plaintiff,

vs.

GREAT AMERICAN INSURANCE
GROUP D/B/A GREAT AMERICAN
INSURANCE COMPANY OF NEW
YORK,

Defendant.

§ IN THE DISTRICT COURT OF

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DALLAS COUNTY, TEXAS

193rd JUDICIAL DISTRICT

**DEFENDANT GREAT AMERICAN INSURANCE GROUP'S
ORIGINAL ANSWER AND DEFENSES TO
PLAINTIFF'S ORIGINAL PETITION**

Defendant Great American Insurance Company of New York (incorrectly named as Great American Insurance Group, d/b/a Great American Insurance Company of New York) ("Great American")¹ submits the following Answer and Defenses to the Original Petition of Plaintiff Nyab [sic] Collection, Inc. d/b/a Royal Jewelers ("Plaintiff")².

GENERAL DENIAL

1. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Great American generally denies each and every, all and singular, the allegations contained in Plaintiff's Original Petition and demands strict proof thereof.

¹ The policy was issued originally issued by Great American Insurance Company of New York. The policy at issue was also properly and lawfully rescinded on May 3, 2017 by Great American Insurance Company of New York. Great American Insurance Group was not involved in the issuance or rescission of the policy at issue and therefore is not a proper party in this litigation.

² Plaintiff made application for the insurance policy at issue as Nayab Collections, Inc. Great American Insurance Company never issued a policy of insurance to Nyab Collections, Inc. d/b/a Royal Jewelers.

AFFIRMATIVE AND OTHER DEFENSES

First Defense

2. Plaintiff's claims are barred, in whole or in part, by Plaintiff's intentional concealment, misrepresentation, or fraud of a material fact made during the policy application process.

Second Defense

3. Plaintiff's claims are barred, in whole or in part, to the extent Great American lawfully rescinded the policy at issue upon acquiring information that Plaintiff made a material misrepresentation, breach of a condition of the policy at issue, in order to obtain Jewelers Block Coverage. As a result, there is no insurance policy and/or contract on which the Plaintiff may make a breach of contract claim, and thus Plaintiff has no viable cause of actions.

Third Defense

4. In the alternative, Plaintiff's claims are subject to all terms, conditions, limitations, sublimits exclusions, and deductibles contained in insurance policy number 1-51-71-64-00 (the "Policy") issued by Great American to Plaintiff.

Fourth Defense

5. In the alternative, Plaintiff's claims are barred, in whole or in part, to the extent the damage, if any, was not property covered by the Policy.

Fifth Defense

6. Plaintiff's claims are barred, in whole or in part, to the extent, Plaintiff failed to state a claim upon which relief can be granted, or to the extent Plaintiff is not a proper party.

Sixth Defense

7. Plaintiff's claims are barred, in whole or in part, to the extent failed to cooperate during the investigation and adjustment of the claim at issue.

Seventh Defense

8. Plaintiff's claims are barred, in whole or in part, by Plaintiff and/or its agents' failure to meet all conditions precedent to the recovery Plaintiff now seeks under the Policy.

Eighth Defense

9. Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff and/or its agents' acts or omissions proximately caused or contributed to Plaintiff's damages.

Ninth Defense

10. Plaintiff's claims are barred, in whole or in part, by the equitable doctrines of laches, estoppel, waiver, and unclean hands.

Tenth Defense

11. Plaintiff's claims are barred, in whole or in part, by the equitable doctrines of laches, estoppel, waiver, and unclean hands

12. Great American specifically reserves the right to claim additional defenses, affirmative and otherwise, as additional information becomes known during the litigation.

ATTORNEYS' FEES AND COURT COSTS

13. Great American intends to prove and see a finding that this suit was brought in bad faith or for the purpose of harassment, which entitles Great American to attorneys' fees and court costs under Texas Insurance Code § 541.153.

PRAYER

Great American prays that (i) Plaintiff's claims for relief be denied in their entirety, (ii) Plaintiff take nothing by its claims, and (iii) Great American be granted such other and further relief to which they may be justly entitled.

Respectfully submitted,

ZELLE LLP

By: /s/ Todd M. Tippet

Todd M. Tippet

Texas Bar No. 24046977

TTippet@zelle.com

Victoria L. Vish

Texas Bar No. 24089850

vvish@zelle.com

901 Main Street, Suite 4000

Dallas, TX 75202-3975

Telephone: 214-742-3000

Facsimile: 214-760-8994

**ATTORNEYS FOR DEFENDANT GREAT
AMERICAN INSURANCE COMPANY OF
NEW YORK (INCORRECTLY NAMED AS
GREAT AMERICAN INSURANCE GROUP
D/B/A GREAT AMERICAN COMPANY OF
NEW YORK)**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of Defendant Great American Insurance Group d/b/a Great American Insurance Company of New York's Answer and Defenses to Plaintiff's Original Petition has been served this 30th day of June, 2017, by electronic filing as follows:

Jason Richerson
State Bar No. 24079207
info@richersonlawfirm.com
RICHERSON LAW FIRM
306 East Randol Mill, Suite 160
Arlington, Texas 76011
Telephone: 214-935-1439
Facsimile: 214-935-1445

ATTORNEY FOR PLAINTIFF

/s/ Todd M. Tippet
Todd M. Tippet